

**BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN FIRST ADDENDUM TO  
CONSULTING AGREEMENT WITH RICHARD A. COMI DBA THE CENTER FOR MUNICIPAL  
SOLUTIONS**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, at Resolution 2007-143, the County Board approved the Agreement with Richard A. Comi dba The Center for Municipal Solutions for providing consulting and assistance to the County for updating the wireless telecommunications regulations and with review and analysis of wireless telecommunications facilities and leases associated with special use permit applications; and,

WHEREAS, there is a need for technical review and analysis of wireless telecommunication facility leases that are not related to special use permit applications and the First Addendum to the Agreement addresses consultation, representation, and negotiation duties and fees related to wireless telecommunication facility leases on county owned property, as further outlined within said First Addendum to Consulting Agreement, a copy of which is attached hereto; and,

WHEREAS, entering into the Center for Municipal Solutions First Addendum to Consulting Agreement is in the best interests of the citizens of Sarpy County as it will provide necessary technical expertise for negotiations related to wireless telecommunication facility leases.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the Center for Municipal Solutions First Addendum to Consulting Agreement.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the Center for Municipal Solutions First Addendum to Consulting Agreement, a copy of which is attached, and any other related documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 15<sup>th</sup> day of October 2013.

  
Sarpy County Board Chairman



County Clerk

## First Addendum to Consulting Agreement

This First Addendum to Consulting Agreement (hereinafter "First Addendum") is made and entered into this 15<sup>th</sup> day of October, 2013 (hereinafter "Effective Date") by and between Sarpy County, a political subdivision of the State of Nebraska, (hereinafter "County") and Richard A. Comi dba The Center for Municipal Solutions (hereinafter "Consultant"). Collectively County and Consultant may be referred to as "Parties".

WITNESSETH:

WHEREAS, County and Consultant have entered into an Agreement dated May 15, 2007 and approved by County at Resolution 2007-143 (hereinafter the "Agreement") for the purpose of Consultant assisting, advising and representing County on matters relating to the preparation of a Wireless Telecommunications Facilities regulation for County and reviewing and analyzing applications received by County for wireless telecommunications facilities.

WHEREAS, the Parties have agreed to enter into the following addendum to the Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, County and Consultant, each intending to be legally bound, do hereby mutually agree as follows:

### 1. Consultant Duties

- A. For those leases on County owned property which do not involve a special use permit application to County, Consultant agrees to assist County in the negotiation of any lease for the use of County owned property or facilities by wireless communications entities or persons. At County's discretion and direction, such assistance shall include solely a review of lease documents with recommendations to County or a review of documents along with representation of County, and negotiation assistance. The consultant is not a real estate broker or agent. All real estate brokerage services, if any, shall be performed by the County or the County's attorney.
- B. Consultant shall keep track of the hours worked and all expenses and shall submit invoices to County regularly, but no less frequently than monthly, after services have been performed. Said invoices shall show all hours worked and all expenses.

### 2. County Duties

- A. County agrees to contact Consultant when consulting services are desired and provide Consultant with copies of any records, documents or other information needed for the completion of Consultant's duties on a timely basis. County agrees to provide Consultant with access to appropriate officials or employees of County as may be needed.

B. County agrees to pay Consultant after services have been performed upon receipt of invoices, but in no case later than thirty (30) days.

3. Compensation and Expenses

A. For consulting services outlined in this First Addendum, Consultant shall be paid at the following hourly rates: \$250 for work and \$125 for travel.

B. For services performed hereunder, County shall reimburse Consultant for out of pocket expenses for the following items:

- i. Travel related costs such as airfare, car rental, night lodging accommodations and meals consumed while on-site or enroute.
- ii. Expedited or overnight delivery service.
- iii. Any other reasonably necessary expenses directly related and attributable to the fulfillment of the duties herein.

C. Consultant's request for expense reimbursement shall be included in Consultant's invoice at actual cost, with no markup.

4. New Employee Work Eligibility Status

The Consultant agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Consultant is an individual or sole proprietorship, the following applies:

A. The Consultant must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).

B. If the Consultant indicates on such attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

C. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect.4-108.

5. No Other Amendment

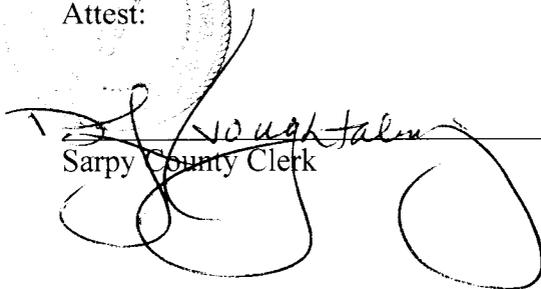
The remaining terms and conditions of said prior Agreement remain unchanged.

IN WITNESS WHEREOF, we, the contracting Parties, by our respective and duly authorized agents, hereby affix our signatures and seals as shown on the following signature pages. Executed in duplicate on the dates indicated with the signatures below.

Executed by Sarpy County this 15<sup>th</sup> date of October, 2013.

SARPY COUNTY, NEBRASKA,  
A Political Subdivision

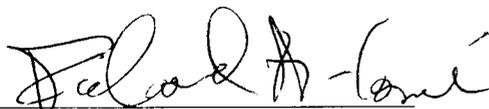
  
Chairperson, Board of Commissioners

Attest:  
  
  
Sarah Houghtalen  
Sarpy County Clerk

Approved as to form:

  
Sarpy County Attorney

Executed by Consultant this 9<sup>th</sup> date of October, 2013.

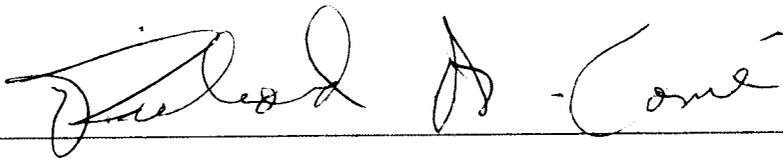
  
Richard A. Comi  
dba The Center for Municipal Solutions

# United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

<input checked="" type="checkbox"/> I am a citizen of the United States.
— OR —
<input type="checkbox"/> I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

**I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.**

PRINT NAME	<u>Richard Angelo Conti</u> <small>(first, middle, last)</small>
SIGNATURE	<u></u>
DATE	<u>10/9/2013</u>

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PRINT NAME	<u>Robert A. Naumann</u> (first, middle, last)
SIGNATURE	<u>Robert A. Naumann</u>
DATE	<u>10/9/13</u>